

WEST VIRGINIA

CONFIRMATION & MODIFICATION OF LEASE AGREEMENT

This Agreement, entered into this 9th day of July 2009, between Ruckman Family Irrevocable Trust (hereafter "Lessor", regardless of whether one or more in number), and COLUMBIA GAS TRANSMISSION LLC, 1700 MacCorkle Avenue SE, Post Office Box 1273, Charleston, WV 25325-1273 (hereafter "Columbia").

WITNESSETH:

WHEREAS, Columbia is the owner of the Lease Agreement for underground natural gas storage purposes as described in an agreement dated Aug. 4, 1999 and recorded on Aug. 4, 1999 in the Land Records of Marshall County, West Virginia, in Book 583 page 674, (hereafter "Lease Agreement");

WHEREAS, Lessor is the owner of the land subject to said Lease Agreement being described in that ~~certain Deed~~ dated 11-24-94 and recorded on 11-24-94 in the Land Records of Marshall County, West Virginia, in ~~Book~~ Book 61, page 86, comprising 100 acres, more or less, situate in Sandhill District, Marshall County, West Virginia, which property is identified as Tax Map Parcel Number RRP 15 P-8; and

WHEREAS, Columbia now wishes to amend and supplement the Lease Agreement to provide for the production of oil and gas; and

WHEREAS, Lessor and Columbia have consented and agreed as to the said lands or such portions thereof, as may be presently owned by Lessor, to confirm the existing Lease Agreement and to modify, amend and supplement said Lease Agreement in the manner hereinafter set forth.

NOW THEREFORE, In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lessor and Columbia do hereby insert the following provisions in the Lease Agreement:

PRODUCTION LEASING CLAUSE. Lessor hereby grants, demises, leases and lets exclusively unto Columbia, its successors and assigns, all the oil and gas and their constituents, whether hydrocarbon or non-hydrocarbon, from any and all strata underlying the Leasehold, together with such exclusive rights as may be necessary or convenient for Columbia, at its election, to produce, measure, and market production from the Storage Interval underlying the Leasehold, and from adjoining lands, so long as such activities, in Columbia's sole determination, does not interfere with Columbia's storage operations, using methods and techniques which are not restricted to current technology, including

the right to conduct geophysical and other exploratory tests; to maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telecommunications facilities, and to construct pipelines with appurtenant facilities, including data acquisition and transmission, compression and collection facilities for use in the production and transportation of products from the Leasehold and from neighboring lands across the Leasehold, and such rights shall survive the term of this Agreement for so long thereafter as operations are continued; to use oil, gas, and non-domestic water sources, free of costs and to operate, maintain, repair, and remove material and equipment.

PAYMENTS TO LESSOR. When the Leasehold ceases to be used for storage purposes, Columbia covenants and agrees to pay to Lessor, proportionate to Lessor's percentage of ownership, as follows:

(a) **Delay Rental:** Columbia shall pay Lessor as Delay Rental at the rate of Four Dollars (\$4.00) per net mineral acre per year payable annually in advance, beginning on the date that a storage acreage rental and/or gas storage well royalty payment would have been due had the Leasehold continued to be used for storage purposes.

(b) **Royalty for Production Wells** - Columbia shall pay Lessor as follows:

(1) **Oil Royalty:** Columbia will deliver to the credit of the owner(s) of the oil, free of cost, in the pipeline to which Columbia may connect its wells, a royalty of the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

(2) **Gas Royalty:** With the exception of gas removed from a stratum in which Columbia is then storing gas,

(i) Columbia will pay to the owner(s) of the gas their proportionate part of one-eighth (1/8) of the proceeds received by Columbia from a third party purchaser for all gas and the constituents thereof produced and marketed from the Leasehold or;

(ii) In the event that Columbia wishes to use the gas produced for its own purposes, Columbia shall, at its sole option, compensate the owner(s) of the gas in a lump sum for their proportionate part of one-eighth (1/8) of the remaining economically recoverable gas based on methodology generally acceptable in the industry or Columbia shall compensate the owner(s) of the gas for their proportionate part of one-eighth (1/8) part of the gas each month based on the volume produced valued at the monthly index value for Columbia Gas Transmission Corp, Appalachia as published monthly in Inside FERC's Gas Market Report, which price the Lessor expressly acknowledges may be higher or lower than the price that Columbia could have obtained by selling to a third party purchaser.

It is expressly stipulated that the royalty provided for in this paragraph b(2) shall be delivered to the owner(s) of the gas free of any and all post-production costs, including